
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Waal et al.

Attorney Docket No.: IGT1P507

Application No.: 10/663,950

Examiner: Meagan J. Thomasson

Filed: September 16, 2003

Group: 3714

Title: METHOD AND APPARATUS FOR
PROVIDING CUSTOMIZABLE PLAYER
BONUSES

Conf. No.: 3855

**REVOCATION OF PRIOR POWERS OF ATTORNEY,
GRANT OF NEW POWER OF ATTORNEY and
STATEMENT ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION
37 CFR §1.36 and §3.73**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The assignees of the entire interest in this application hereby revoke all powers of attorney previously given and hereby appoint the law firm of Weaver Austin Villeneuve & Sampson LLP and all practitioners who are associated with the Customer Number 022434 as principal attorneys to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Western Money Systems and IGT, each holding one-half of all right, title and interest in and to the above-referenced patent application, are the assignees of this patent application by virtue of an assignment document. The assignment document

☐ is recorded at Reel , Frame .

☒ is attached (or a copy thereof).

We are authorized to act on behalf of the assignees.

Please send all correspondence for this application as follows:

**Customer Number 022434
Weaver Austin Villeneuve & Sampson LLP
P.O. Box 70250
Oakland, CA 94612-0250**

Please direct any calls to Reginald J. Snyat (510) 663-1100.

Assignee of One-Half Interest:

Western Money Systems
620 Kresge Lane
Sparks, NV 89431

Date

01/30/09

Name:

Bernard Boyle

Title:

BERNARD BOYLE
PRESIDENT / CEO

Assignee of One-Half Interest:

IGT
9295 Prototype Drive
Reno, NV 89521

Date

07-03-08

Name:

Title:

ASSIGNMENT OF PATENT APPLICATION

This ASSIGNMENT AGREEMENT (this "Assignment") is effective as of September 29, 2007 ("Effective Date"), regardless of the date of execution of this Assignment, by and between:

The Joint Venture (the "JV") of: (1) Western Money Systems, a Nevada corporation having an office at 620 Kresge Lane, Sparks, NV 89431 ("WMS"), and (2) IGT, a Nevada corporation having an office at 9295 Prototype Drive, Reno, NV 89521, as successor in interest to Friendly Matrix Internet Company, LLC, a Nevada limited liability company ("FMIC"),

Western Money Systems, and

IGT,

with reference to the following facts:

RECITALS

A. The JV is the owner, by assignment, of all right, title, and interest in and to U.S. Patent Application No. 10/663,950, filed September 16, 2003, titled METHOD AND APPARATUS FOR PROVIDING CUSTOMIZABLE PLAYER BONUSES (Attorney Docket No. IGT1P507), and all of the inventions disclosed therein (the "Application").

B. The Application was originally assigned from the named inventors, Daniel J. de Waal, Bryan Bullard, and William C. Little, to WMS and FMIC by an assignment dated January 23, 2004, recorded at Reel 014288, Frame 0844.

C. The JV was formed pursuant to a 2003 Joint Venture Agreement between WMS and FMIC, as amended by an Addendum dated December 10, 2004 (collectively the "Amended JV Agreement").

D. The Application was assigned from WMS and FMIC to the JV by an agreement dated December 10, 2004 (copy attached).

E. IGT is the successor in interest to FMIC by virtue of a purchase of substantially all of FMIC's assets. The assignment of the Amended JV Agreement from FMIC to IGT was consented to in writing by WMS.

F. WMS and IGT desire to acquire, and the JV wishes to assign to WMS and IGT, as joint owners, all of the JV's right, title, and interest in and to the Application and any inventions disclosed and claimed therein, WMS and IGT each holding one-half (1/2) of said right, title, and interest.

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the JV and IGT agree as follows:

1. The Recitals above are true and correct and are incorporated herein by reference.

2. The JV hereby sells, assigns, transfers, grants, conveys, and relinquishes to both WMS and IGT (as successor in interest to FMIC), as joint owners, and their respective lawful successors and assigns, the JV's entire right, title, and interest in and to the Application, all inventions and improvements disclosed therein, all applications based upon the Application, including all divisions and continuations but excluding continuations-in-part, all other patent applications directed to said inventions, all United States Letters Patent that may be granted thereon, all reissues, reexaminations, and extensions thereof, all rights to claim priority on the basis of the Application, all applications for Letters Patent that may be filed for said inventions in any foreign country, all Letters Patent that may be granted on said inventions in any foreign country, all extensions, renewals, and reissues thereof, and all past, present and future causes of action for infringement thereof, WMS and IGT each holding one-half (1/2) of said right, title, and interest.

3. The JV hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue any and all Letters Patent for said inventions, including any division, continuation, substitute, renewal, re-examination or reissue thereof, to WMS and IGT as joint owners, and their respective successors and assigns, in accordance with the terms of this Assignment.

4. The JV and each of its constituent members WMS and IGT hereby further covenants that: (a) the JV has the full right to convey the interest assigned by this Assignment, (b) the JV, WMS, and/or IGT will take all action and execute all documents necessary to perfect the interest assigned hereby, and (c) the JV, WMS, and/or IGT has not entered and will not enter into any assignment, contract, or understanding that conflicts with this Assignment.

5. The JV and each of its constituent members WMS and IGT hereby further covenants and agrees that the JV, WMS, and/or IGT will, without further consideration, communicate with WMS and IGT, and their respective successors and assigns, any facts known to the JV, WMS, and/or IGT and their officers and employees respecting the invention, perform any acts which are reasonably necessary in connection with the prosecution of the Application, as well as any derivative applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications, testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers and documents that may be necessary or desirable to facilitate prosecution and/or perfect the title to said inventions for WMS and IGT, and their respective successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths, and generally do everything possible to aid WMS and IGT, and their respective successors and assigns, to obtain and enforce proper patent protection for the invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be shared in equal portions by WMS and IGT, and their respective successors and assigns.

6. The JV agrees that the terms, covenants and conditions of this Assignment shall inure to the benefit of WMS and IGT, their respective successors, assigns and other legal representatives.

7. This Assignment merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

The Joint Venture of Western Money Systems and IGT, by their authorized representatives

Western Money Systems

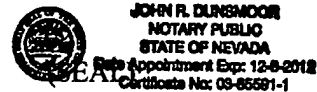
By: Bernard Boyle
Name: BERNARD BOYLE
Title: PRESIDENT / CEO
Date: 4/7/08

State of Nevada)
County of Clark) SS.

On this 7th day of April, in the year 2008, before me,
John R. Dunsmoor, Notary Public, personally appeared Bernard Boyle, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature John R. Dunsmoor



IGT

By: Reed M. Hewel
Name: Reed M. Hewel
Title: VP of Systems Sales
Date: 5/23/08

State of Nevada)
County of Clark) SS.

On this 23 day of May, in the year 2008, before me,
Karen Ann Frantel, Notary Public personally appeared Reed M. Hewel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature Karen Ann Frantel



ASSIGNMENT OF PATENT APPLICATION

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WESTERN MONEY SYSTEMS, INC., a Nevada corporation ("WMS"), and FRIENDLY MATRIX INTERNET COMPANY, LLC, a Nevada limited liability company ("FMIC"), which together consist of the only owners of all right, title, and interest in U.S. Patent Application No. 10/663,950 entitled METHOD AND APPARATUS FOR PROVIDING CUSTOMIZABLE PLAYER BONUSES filed on September 16, 2003 (the "Application"), each hereby sells, assigns, transfers and conveys to the Joint Venture formed by WMS and FMIC on the 1st of July, 2002 (the "JV"), its designees, successors, assigns and legal representatives, its entire right, title and interest in the Application, in the invention therein and in all divisions, continuations, reissues and reexaminations thereof, and all rights to claim priority from the Application and all applications for patent that may be filed for the invention in any foreign country and all patents that may be granted on the invention in any foreign country, and all extensions, renewals, and reissues thereof, each and every of the foregoing rights, titles and interests herein assigned to be held and enjoyed by the JV, its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by WMS and FMIC had this Assignment not been made.

IN TESTIMONY WHEREOF, WMS has caused this Assignment to be duly executed in its name and behalf by affixing its hand and seal thereto by its designated officer, director, or agent, whose name and title appear below.

Executed at LAS VEGAS, NEVADA this 10th day of December, 2004.

WESTERN MONEY SYSTEMS, INC. AB

Bernard Boyle
Signature

Name: BERNARD BOYLE

Title: PRESIDENT

State of Nevada)

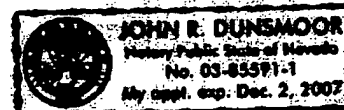
County of Clark)

ss.

On this 10 day of December, in the year 2004, before me, Bernard Boyle, personally appeared Daniel D. Wahl, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Notary Signature John A. Duns Moor



IN TESTIMONY WHEREOF, FMIC has caused this Assignment to be duly executed in its name and behalf by affixing its hand and seal thereto by its designated officer, director, or agent, whose name and title appear below:

Executed at Las Vegas, Nevada this 10th day of December, 2004.

FRIENDLY MATRIX INTERNET COMPANY, LLC

Signature

Name: Daniel de Waal

Title: President

State of Nevada)

County of Clark) ss.

On this 10 day of December, in the year 2004, before me, Bernard Boyle, personally appeared Daniel de Waal, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature

John A. Dunsmoor

